

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 19, 2003

Division: Public Safety

Bulk Item: Yes X No

Department: Marathon Airport

AGENDA ITEM WORDING: Approval of Purchase/Service Order with URS Corporation to provide Construction Management Services related to the Sheriff's Hangar project at the Florida Keys Marathon Airport, in the total amount of \$76,803.16

ITEM BACKGROUND: Please see Previous Relevant BOCC Action. Purchase/Service Order is attached.

PREVIOUS RELEVANT BOCC ACTION: On March 15, 2000, Board approved Lease Agreement between Monroe County and the Monroe County Sheriff for a parcel of land at the Florida Keys Marathon Airport for construction of an aviation hangar. On September 18, 2002, Board approved Lease Amendment for a hangar building and associated paved areas and infrastructure at Florida Keys Marathon Airport. On September 18, 2002, Board approved contract with D.L. Porter Constructors, Inc., lowest qualified bidder, for the construction of the Monroe County Sheriff's Hangar and related work at the Florida Keys Marathon Airport in the amount of \$1,476,722.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: \$76,803.16

BUDGETED: Yes X No

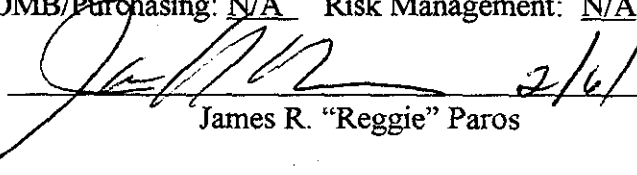
SOURCE OF FUNDS: Sheriff's Budget - \$38,401.58
FDOT Funds - \$38,401.58

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH

APPROVED BY: County Atty: YES OMB/Purchasing: N/A Risk Management: N/A

DIVISION DIRECTOR APPROVAL:


James R. "Reggie" Paros

2/6/2003

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 47

PURCHASE / SERVICE ORDER**FOR****MONROE COUNTY**To: URSPurchase Service Order No. 02/03-15Re: PSA Agreement, Dated 1-1-02

Resolution No. _____

Project Name: Sheriff Hangar and Related Work - Florida Keys Marathon Airport

Description of Services:

Construction Management Services (see attachment).

Multiple of Direct Salaries _____

Lump Sum X


Reimbursable Expense _____

Days to Complete 250Fee this Service Order \$ 76,803.16

Payment for Services shall be in their entirety as per PSO.

Prepared by:

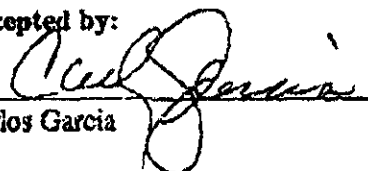
Recommended by:


Milford A. ReisertDate: 2/4/03

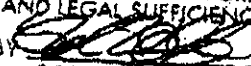
Date: _____

Accepted by:

Approved by:


Carlos GarciaDate: 2/4/03

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY 
ROBERT N. WOLFE
DATE 2-5-03

02-04-03

Construction Management Services

Florida Keys Marathon Airport

Contract Amount Description:

1) Construction Management Services (Provide by B. W. Sprague, Inc.)	Lump Sum \$ 44,303.16
2) New Consultant Services to review and approve Shop-Drawing related to Sheriff Hangar building (structural, electrical, etc.)	Lump Sum \$ 10,000.00
3) Material Testing (including concrete, and pavement, etc.)	Lump Sum \$ 7,500.00
4) URS additional Services: Including Monthly meetings, RFI, Change Order, Permitting Process, Punch List and Close-Out Project. (See URS man-hour estimate)	Lump Sum \$ 15,000.00
Grand Total	<hr/> \$ 76,803.16

SHERIFF HANGAR AND RELATED WORK

FLORIDA KEYS MARATHON AIRPORT

MAN-HOUR ESTIMATE

CONSTRUCTION MANAGEMENT

URS

DATE:02-04-03

h:\uis\documents\sheriffhangar.xls

Description of Task	Project Manager		Senior Engineer		Engineer/Architect		CADD Technician		Clerk		Total Hours	Total Amount
	Rate: \$ 110.00		Rate: \$ 90.00		Rate: \$ 80.00		Rate: \$ 50.00		Rate: \$ 35.00			
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount		
CONSTRUCTION MANAGEMENT												
a)Monthly Construction Meeting	0	\$ -	8	\$ 720.00	48	\$ 3,840.00	0	\$ -	8	\$ 280.00	64	\$ 4,840.00
b)Change Orders, and response to Request for Information	1	\$ 110.00	32	\$ 2,880.00	0	\$ -	0	\$ -	8	\$ 280.00	41	\$ 3,270.00
c)Permitting Process	1	\$ 110.00	4	\$ 360.00	12	\$ 960.00	3	\$ 150.00	4	\$ 140.00	24	\$ 1,720.00
d)Visits to the site for Punch List and Close-Out Project	0	\$ -	8	\$ 720.00	8	\$ 640.00	0	\$ -	4	\$ 140.00	20	\$ 1,500.00
e)Close-Out Project Process	0	\$ -	2	\$ 180.00	12	\$ 960.00	0	\$ -	4	\$ 140.00	18	\$ 1,280.00
Total Manhours	2	\$ 220.00	54	\$ 4,860.00	80	\$ 6,400.00	3	\$ 150.00	28	\$ 980.00	167	\$ 12,610.00
Out of Pocket Expenses												
a) 10site visits @ \$200.00/ea												\$ 2,000.00
b) Printing, mailing, and miscell.												\$ 700.00
Total											\$ 15,310.00	
Gran Total not to exceed											\$ 15,000.00	

Note:Services not included:

- a) Additional professional services.
- b) Management and related services to coordinate scheduled activities.
- c) As-built plans.

Scope of Work: Construction Management Services

Project: Sheriff's Hangar and Related Structures
Marathon Airport

Construction Manager: B. W. Sprague, Inc.

Owner: Richard D. Roth, Sheriff of Monroe County,
and the Board of County Commissioners of Monroe County

[Note: The project is funded and directed by the Sheriff on land leased from Monroe County Board of County Commissioners. The structure will be owned by County and occupied by Sheriff. References to 'Owner' in this document are understood to mean the Sheriff and County.]

URS Southern Corporation ['URS']: URS is under contract to the County to provide architectural, planning, and engineering services in connection with the Marathon Airport on which this project is located. URS will retain Construction Manager for this project. URS and Construction Manager will coordinate and cooperate in delivery of services required for the project.

~~Architect:~~ No Architect is currently under contract in connection with this project. Construction Manager and ~~URS Corporation Southern~~ will retain the services of a qualified Florida-licensed architect when required for the proper execution of the work.

CONSTRUCTION MANAGER'S SERVICES

1. The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the interests of the Owner.

2. The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owners responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.
3. The Construction Manager shall provide administration of the Contracts for Construction in cooperation with the Owner and URS.
4. The Construction Manager and URS shall, at their cost, retain the services of qualified architects, engineers, and other design and construction professional services, including without limitation, materials testing, as required for the proper execution of the work.
5. The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Contractors with each other and with those of the Construction Manager, the Owner, and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule and the Contract Documents.
6. The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect, and Contractors.
7. Utilizing the Construction Schedules provided by the Contractors, the Construction Manager shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of all submittals, including without

limitation, Shop Drawings, Product Data and Samples, and delivery of products requiring long lead-time and procurement. The Project construction schedule shall include the Owners occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and ~~Architect~~.

8. Consistent with the various bidding documents, and utilizing information from the Contractors, the Construction Manager shall coordinate the sequence of construction and assignment of space in areas where the Contractors are performing Work.

9. The Construction Manager shall endeavor to obtain satisfactory performance from each of the Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

10. The Construction Manager shall maintain accounting records on authorized Work performed under unit costs.

11. The Construction Manager shall, ~~in cooperation with URS, County, and Owner~~, develop and implement procedures for the review and processing of applications by Contractors for progress and final payments.

13. Based on the Construction Managers observations and evaluations of each Contractors Application for Payment, the Construction Manager shall review and certify the amounts due the respective Contractors.

14. The Construction Manager shall prepare a Project Application for Payment based on the Contractors Certificates for Payment.

15. The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determinations at the site as provided in Paragraph 18 and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.

16. The issuance of a Certificate for Payment shall not be a representation that the Construction Manager has reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractors right to payment or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

17. The Construction Manager shall review the safety programs developed by each of the Contractors for purposes of coordinating the safety programs with those of the other Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

18. The Construction Manager shall determine, in general, that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with ~~the Architect,~~ may reject Work that does not conform to the requirements of the Contract Documents.

19. The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project construction schedule.

20. With respect to each Contractor's own Work, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager.

21. The Construction Manager shall respond to requests for interpretations or additional information regarding the Drawings and Specifications, and assist in the resolution of questions that may arise.

22. The Construction Manager shall review requests for changes, assist in negotiating Contractors proposals, submit recommendations to the Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives.
23. The Construction Manager shall review, evaluation, and documentation of Claims.
24. The Construction Manager shall receive certificates of insurance from the Contractors and forward them to the Owner.
25. The Construction Manager shall establish and implement procedures for processing and approval of Shop Drawings, Product Data, Samples, and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors. After review, the Construction Manager shall transmit written approval or recommendations to Contractor and Owner. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work and in the activities of the Owner or Contractors.
26. The Construction Manager shall record the progress of the Project. The Construction Manager shall submit written progress reports to the Owner including information on each Contractor and each Contractors' Work as well as the entire Project, showing percentages of completion. The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.
27. The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during

construction, and in addition, approved Shop Drawings, Product Data, Samples and other required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

28. The Construction Manager shall arrange for the delivery, storage, protection, and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

29. With the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's final testing and start-up of utilities, operational systems, and equipment.

30. When the Construction Manager considers each Contractor's Work or a designated portion thereof substantially complete, the Construction Manager shall, jointly with the Contractor, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall conduct inspections to determine whether the Work or designated portion thereof is substantially complete.

31. The Construction Manager shall coordinate the correction and completion of the Work following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof. The Construction Manager shall evaluate the completion of the Work of the Contractors and advise Owner when the Work is ready for final inspection. The Construction Manager shall conduct final inspections.

32. The Construction Manager shall secure and transmit warranties and similar submittals required by the Contract Documents, and deliver all keys, manuals, record drawings, and maintenance stock (extra

materials) to the Owner. The Construction Manager shall forward to the Owner a final project Application for Payment upon compliance with the requirements of the Contract Documents.

33. Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, and Contractors. Consent shall not be unreasonably withheld.

34. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

35. Providing services made necessary by the termination or default of a Contractor, by major defects or deficiencies in the Work of a Contractor, or by failure of performance of either the Owner or Contractor under a Contract for Construction.

36. Providing services in connection with a public hearing, arbitration proceeding, or legal proceedings, except where the Construction Manager is party thereto.